

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TENNESSEE  
AT CHATTANOOGA

APRIL GREEN, ) Case No. 1:19-cv-92  
Plaintiff, ) Judge Travis R. McDonough  
v. ) Magistrate Judge Susan K. Lee  
U.S. XPRESS ENTERPRISES, INC., U.S. )  
XPRESS, INC., and U.S. XPRESS )  
LEASING, INC., )  
*Defendants.*

## MEMORANDUM AND ORDER

Before the Court is the parties' joint motion for approval of settlement of claims under the Fair Labor Standards Act ("FLSA") (Doc. 80). For the following reasons, the motion will be **GRANTED**, and the settlement will be **APPROVED**.

## I. BACKGROUND

Plaintiff April Green filed this action on March 26, 2019, asserting collective-action claims on behalf of herself and others similarly situated for failure to pay overtime as required by the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* (Doc. 1.) Several individuals filed consents to opt in to the FLSA collective action, including Carmen Colon, Shelley Bridge, Michael Williams, Natasha Dixson, Gaylord Fleming, and Anthony Wright (“Opt-in Plaintiffs”). (Doc. 80, at 2.) In January 2020, the parties were ordered to arbitration. (Doc. 57.) On April 11, 2022, the parties filed a joint motion for approval of a settlement, requesting that Green’s claims be dismissed with prejudice and the claims of the Opt-in Plaintiffs be dismissed without prejudice. (Doc. 80). Pursuant to the settlement agreement, the Opt-in Plaintiffs will have the

statute of limitations tolled to the filing of their consent forms and Green will receive a payout of \$5,000. (Doc. 80, at 2.) After the deduction of attorney's fees—\$1,800—and costs, Green is anticipated to receive more than she claimed in damages.

## **II. STANDARD OF REVIEW**

In reviewing an FLSA settlement, courts scrutinize the proposed settlement to determine whether the settlement is a “fair and reasonable resolution of a bona fide dispute over FLSA provisions.” *Thompson v. United Stone, LLC*, No. 1:14-CV-224, 2015 WL 867988, at \*1 (E.D. Tenn. Mar. 2, 2015) (citing *Lynn’s Food Store, Inc. v. United States*, 679 F.2d 1350, 1355 (11th Cir. 1982)).

An award of attorneys’ fees and costs to Plaintiff’s counsel must be “reasonable under the circumstances.” *Rawlings v. Prudential-Bache Props., Inc.*, 9 F.3d 513, 516 (6th Cir. 1993). The Court “must make sure that counsel is fairly compensated for the amount of work done as well as for the results achieved.” *Id.* Two methods may be used, the percentage-of-the-fund method and the lodestar method, and the Court must consider which method is more appropriate for the particular case. *Id.* The lodestar method calculates the number of hours reasonably expended by a reasonable hourly rate, while the percentage-of-the-fund method better accounts for the attorneys’ success. *Id.*

Courts often also consider the following factors: “(1) the value of the benefit rendered to the plaintiff class; (2) the value of the services on an hourly basis; (3) whether the services were undertaken on a contingent fee basis; (4) society’s stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others; (5) the complexity of the litigation; and (6) the professional skill and standing of counsel involved on both sides.” *Moulton v. U.S. Steel*

*Corp.*, 581 F.3d 344, 352 (6th Cir. 2009) (quoting *Bowling v. Pfizer, Inc.*, 102 F.3d 777, 780 (6th Cir. 1996)).

### **III. ANALYSIS**

The Court **FINDS** that the proposed settlement payment of \$3,200 to Plaintiff April Green and the dismissal of the Opt-in Plaintiffs' claims without prejudice is a fair and reasonable resolution of a bona fide dispute. The Court further **FINDS** that attorney's fees and costs of \$1,800 are reasonable and appropriate under the circumstances. Accordingly, the motion (Doc. 80) is **GRANTED**, and the settlement agreement (Doc. 80-2) is **APPROVED**. The Court will **DISMISS WITH PREJUDICE** April Green's claims and **DISMISS WITHOUT PREJUDICE** the claims of the Opt-in Plaintiffs.

### **IV. CONCLUSION**

For the reasons above, the Court **GRANTS** the motion (Doc. 80). Accordingly, the Court:

1. **APPROVES** the settlement agreement allocating \$3,200 to April Green and \$1,800 in attorney's fees;
2. **DISMISSES** April Green's claims **WITH PREJUDICE**; and,
3. **DISMISSES** the claims of the Opt-in Plaintiffs **WITHOUT PREJUDICE**.

**AN APPROPRIATE JUDGMENT SHALL ENTER.**

/s/ *Travis R. McDonough*

**TRAVIS R. MCDONOUGH**

**UNITED STATES DISTRICT JUDGE**